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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/756,960	01/09/2001	Ramzi Yehia	515-A00-002	6173
23334	7590	05/20/2005	EXAMINER	
FLEIT, KAIN, GIBBONS, GUTMAN, BONGINI & BIANCO P.L. ONE BOCA COMMERCE CENTER 551 NORTHWEST 77TH STREET, SUITE 111 BOCA RATON, FL 33487			ALPERT, JAMES M	
			ART UNIT	PAPER NUMBER
			3624	

DATE MAILED: 05/20/2005

Please find below and/or attached an Office communication concerning this application or proceeding.

Office Action Summary

Application No.

09/756,960

Applicant(s)

YEHIA ET AL.

Examiner

James Alpert

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-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --
Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 09 January 2001.
- 2a) ☐ This action is FINAL. 2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1-22 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1-22 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on _____ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
2. ☐ Certified copies of the priority documents have been received in Application No. _____.
3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).
- * See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- 1) ☒ Notice of References Cited (PTO-892)
- 2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
- 3) ☒ Information Disclosure Statement(s) (PTO-1449 or PTO/SB/08)
Paper No(s)/Mail Date 06/11/2001.
- 4) ☐ Interview Summary (PTO-413)
Paper No(s)/Mail Date. _____
- 5) ☐ Notice of Informal Patent Application (PTO-152)
- 6) ☐ Other: _____

DETAILED ACTION

The application has been examined, and Claims 1-22 are pending. The objections and rejections are as stated below.

Claim Rejections - 35 USC § 112

The following is a quotation of the second paragraph of 35 U.S.C. 112:

The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

Claims 18-22 are rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention. In particular, Applicant's use of the word "processing hub" is not indicative of what statutory class of invention the Applicant is claiming. This term could be interpreted to include among other things, a software module as well as a CPU or other processing hardware. For purpose of examination, the Examiner will treat the claims as indicating an apparatus (general hardware) for implementing the method claims.

Claim Rejections - 35 USC § 103

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

Claim 1-22 are rejected under 35 U.S.C. 103(a) as being unpatentable over Croy, U.S. Patent #6859910, in view of Bain, U.S. Patent #5315508.

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With regard to Claim 1, the Examiner interprets the claim broadly such that use of the word contract can be any form of agreement between two parties such as accepting an order for purchase or sale of goods. Croy suggest that its methods can be used for a variety of situations but does not expressly teach:

receiving a contract formed from a contract template from the first system used by the first partner for goods or services from a second partner, the contract including a first party identifier identifying the first party and a service identifier identifying goods and services being requested by the first party;

However, Bain more clearly presents this limitation at (Col. 6 lines 26-30). It would have been obvious at the time applicant's invention was made to combine the teachings of Croy relating to parsing and applying a rule-set to inputted information, with the teachings of Bain, relating to accepting contractual information off a template. The motivation for such a combination is found in Croy at (Col. 4 lines 55-66) which discusses the number of financial and Web applications which will benefit from the invention. Continuing, Croy teaches:

parsing the contract received into requested tag values representing predefined fields; (Col. 2 lines 31-32)

retrieving contract tag values relating to the same first party identifier and service identifier; and (Col. 2 lines 32-34)

comparing the contract tag values with the requested tag values (Col. 9 lines 28-30)

determining if the requested tag values are in compliance with the contract tag values based on one or more predefined rules. (Col. 2 lines 34-36)

With regard to Claim 2, Croy teaches a method further comprising:

notifying at least the first system used by the first partner if the requested tag values are not in compliance. (Col. 9 lines 47-65)

With regard to Claim 3, Croy teaches the method wherein:

parsing includes parsing the contract received into requested XML tag values representing predefined fields. (Col. 7 lines 13-15)

With regard to Claim 4, Croy teaches the method further comprising:

sending a user interface for presentation of a contract template including user selectable predefined fields on a first system used by a first partner.
(Col. 12 lines 28-30)

With regard to Claim 5, Croy teaches the method further comprising:

prompting at least one of the first partner using the first system and the second partner using the second system for a set of rules to govern contracts for a specific service identifier. (Col. 7 lines 66 – Col. 8 line 60)

With regard to Claim 6, Croy does not specifically teaches the method

further comprising:

determining if the specific service identifier for goods and services from the second partner are related to any goods and services provided by a third partner using a third system, and if any of the goods and services are provided by the third partner then:

comparing the requested tag values received for goods and services supplied by the third party for compliance with contract tag values for a second contract between the second partner and the third partner.

However, these limitations relating to applying the methods of the proposed invention to multiple parties is an old and well-known business practice, which is in fact discussed by applicant at Para. 15 of the specification. The method as taught by Croy in view of Bain is capable of using the data it attains to automate this well-known, manual activity. Therefore, it would have been obvious to modify a Croy-Bain combination to include scanning databases for other parties involved in the transaction, as well as other rules. The motivation for such a combination is found in Bain at (Col. 1 lines 32-36), which discusses

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the difficulty of consummating transactions with multiple parties each having different needs.

With regard to Claim 7, Croy teaches the method further comprising:

retrieving one or more predefined rules between two partners, and

applying the rules retrieved for governing any discrepancies between the requested tag values and the contract tag values for a contract.

(Col. 7 lines 66 – Col. 8 line 60; Col. 6 lines 21-25))

With regard to Claims 8,14, the Examiner interprets the claim broadly such that use of the word contract can be any form of agreement between two parties such as accepting an order for purchase or sale of goods. Croy suggest that its methods can be used for a variety of situations but does not expressly teach:

receiving a contract formed from a contract template from the first system used by the first partner for goods or services from a second partner, the contract including a first party identifier identifying the first party and a service identifier identifying goods and services being requested by the first party; and

presenting to at least one of the partner systems, a contract template including user selectable predefined fields on a first system used by a first partner for forming a contract; (Col. 6 lines 26-30)

It would have been obvious at the time applicant's invention was made to combine the teachings of Croy relating to parsing and applying a rule-set to inputted information, with the teachings of Bain, relating to accepting contractual information off a template, including identifiers. The motivation for such a combination is found in Croy at (Col. 4 lines 55-66) which discusses the number of financial and Web applications, which will benefit from the invention. Croy further teaches:

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receiving a contract formed from a contract template from a first partner using one of the plurality of partner systems for goods and services from a second partner using one of the plurality of partner systems; (Col. 2 lines 32-34)

parsing the contract received into one or more requested tag values representing predefined fields; (Col. 2 lines 31-32)

querying the database for predetermined hierarchical contractual relationships between the plurality of trading partners based on the requested tag values received including a first party identifier and a services identifier; (Col. 6 lines 21-31)

With regard to the following limitations:

recursively analyzing the predetermined hierarchical contractual relationships between the plurality of trading partners by examining one or more contractual tag values stored in the database for contracts between each of the trading partners in the hierarchical contractual relationship by comparing the contract tag values with the requested tag values to determine if the requested tag values are in compliance with the contract tag values based on one or more predefined rules, for any goods and services to be supplied by any trading partner that is a member of the hierarchical contractual relationship for the requested tag values,

linking a plurality of trading partners using partner systems over a network to a centralized hub processing unit;

Croy teaches comparing the information stored in the various tags with previously known data, see (Col. 6 lines 26-30) and (Col. 8 lines 60-64), but it does not teach applying a rules dataset to the retrieved information for multiple parties in a recursive manner. However, these limitations relating to applying the methods of the proposed invention to multiple parties is an old and well-known business practice, which is in fact discussed by applicant at Para. 15 of the specification. The method as taught by Croy in view of Bain is capable of automating this well-known, manual activity. Therefore, it would have been obvious to modify a Croy-Bain combination to include scanning for identifying information from multiple parties, and applying a rule-set thereto. The motivation

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for such a combination is found in Bain at (Col. 1 lines 32-36), which discusses the difficulty of consummating transactions with multiple parties each having different needs.

With regard to Claims 9,15, Croy teaches the method and medium wherein:

parsing includes parsing the contract received into one or more requested XML tag values. (Col. 7 lines 13-15)

With regards to Claims 10,16 Croy teaches the method and medium further comprising:

retrieving one or more predefined rules from any trading partner that is a member of the hierarchical contractual relationship for the contract; and
(Col. 4 lines 32-47)

applying the rules retrieved for governing any discrepancies between the requested tag values and the trading partner in the hierarchical contract relationships supplying goods and services for the service identifier.
(Col. 7 lines 66 – Col. 8 line 64)

With regard to Claims 11,17, Croy teaches the method and medium further comprising:

placing the requested tag values into a database with a database schema using a naming structure that is identical to the naming structure used for the requested tag values from the contract received so that elements in the database schema can be populated directly from the requested tag values according to the predefined fields. (Col. 9 lines 28-32)

With regard to Claim 12, each element of this claim has been analyzed in the above claims is rejected by Croy in further view of Bain:

linking a plurality of trading partners using partner systems over a network to a centralized hub processing unit; (See Claim 8)

presenting to at least one of the partner systems, a user interface for placing an contract; (See Claim 1 and Claim 8, contract template and user interface)

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receiving a contract from a first partner using one of the plurality of partner systems for goods and services from a second partner using one of the plurality of partner systems, the contract including a first party identifier identifying the first party and a service identifier identifying goods and services being requested by the first party; (See Claim 1)

parsing the contract received into one or more requested tag values representing predefined fields; (See Claim 1)

placing the requested tag values into a database with a database schema using a naming structure that is identical to the naming structure used for the requested tag values so that elements in the database schema can be populated directly from the requested tag values; (See Claim 11)

retrieving contract tag values that form a hierarchical contractual relationship between trading partners from a database for contracts between trading partners that supply any goods or services as determined by the requested tag values partners including the first party identifier and the services identifier; (See Claim 8)

analyzing the contract tag values that form a hierarchical contractual relationship for compliance with the requested tag values to determine if the requested tag values are in compliance with the contract tag values bases on one or more predefined rules; (See Claim 8)

sending an notification to each of the trading partners if requested tag values complies with the contract tag values that form the hierarchical contractual relationship. (See Claim 1)

With regard to Claim 13, this claim is rejected as in Claim 9.

With regard to Claim 18, the examiner is treating this claim to be a system claim, and observes that Croy suggest that its methods can be used for a variety of situations but does not expressly teach:

a channel coupled to a network for providing protocol translation and bi-directional communication between a plurality of partner systems, wherein at least one of the plurality of partner systems is configured to receive at least one contract from a first partner;

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However, Bain more clearly presents this limitation at (Col. 6 lines 26-30). It would have been obvious at the time applicant's invention was made to combine the teachings of Croy relating to parsing and applying a rule-set to inputted information, with the teachings of Bain, relating to accepting contractual information among partners, off a template, in a bi-directional manner. The motivation for such a combination is found in Croy at (Col. 4 lines 55-66) which discusses the number of financial and Web applications which will benefit from the invention. Continuing, Croy teaches:

a parser coupled to the channel which parses a contract received into one or more requested tag values representing predefined fields;
(Col. 2 lines 31-32)

a database with a schema using a naming structure that is identical to the naming structure used for the requested tag values so that elements in the database schema can be populated directly from the requested tag values;
(Col. 9 lines 28-32)

With regard to the following limitation:

a data and rules analysis engine which retrieves contract tag values that form a hierarchical contractual relationship between trading partners from a database for contracts between trading partners that supply any goods or services as determined by the requested tag values partners including the first party identifier and the services identifier, and wherein the data and rules analysis analyzes the contract tag values that form a hierarchical contractual relationship for compliance with the requested tag values to determine if the requested tag values are in compliance with the contra,

Croy teaches of a "rules analysis" at (Col. 4 lines 32-47; Col. 7 lines 66 thru Col. 8 line 64; Col. 9 lines 28-32), but does not specifically disclose the "rule process" to apply to more than two parties. However, these limitations relating to applying the methods of the proposed invention to multiple parties is an old and well-known business practice, which is in fact discussed by applicant at Para. 15

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of the specification. The method as taught by Croy in view of Bain is capable of automating this well-known, manual activity. Therefore, it would have been obvious to modify a Croy-Bain combination to include scanning for identifying information from multiple parties, and applying a rule-set thereto. The motivation for such a combination is found in Bain at (Col. 1 lines 32-36), which discusses the difficulty of consummating transactions with multiple parties each having different needs. Croy further teaches:

an action processor which sends an notification to each of the trading partners if requested tag values complies with the contract tag values that form the hierarchical contractual relationship. (Col. 9 lines 47-65)

With regard to Claims 19-22, these claims describe particular software and hardware implementations of the methods described in Claims 1-17. The claims do not carry patentable weight, in that the use of a particular type or brand may effect minor performance of the system or method, but does not alter its purpose. Therefore, these specifications are similar to design choices, and are inherent in the system.

Conclusion

The following prior art, made of record, but not relied upon, is considered pertinent to applicant's disclosure:

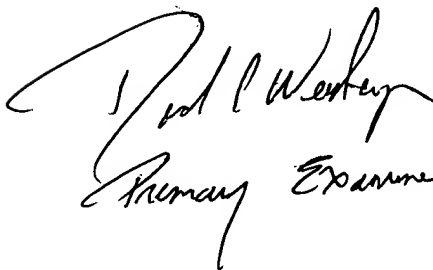
- 1) Gupta et al., U.S. Patent #6513059, January 28, 2003, Adaptive Collaborative Intelligent Network System.
- 2) Friedman, U.S. Patent #6182029, January 30, 2001, System and Method for Language Extraction and Encoding Utilizing the Parsing of Text Data in Accordance with Domain Parameters.

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Any inquiry concerning this communication or earlier communications from the examiner should be directed to James Alpert whose telephone number is (571) 272-6738. The examiner can normally be reached on M-F 9:30-6:00. If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Vincent Millin can be reached on (571) 272-6747. The fax phone number for the organization where this application or proceeding is assigned is 703-872-9306.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free).

James M. Alpert
May 11, 2005


Primary Examiner AU 3624